



February 14, 2011

WORK SESSION
Taylor Conference Room
12000 Findley Road, Suite 300
<http://www.JohnsCreekGA.gov>

5:00 PM

A) PLEDGE OF ALLEGIANCE

B) OPENING COMMENTS-Mayor Bodker

C) DEPARTMENTAL UPDATES

Court Clerk ■IGA with City of Pelham

Public Works ■Solid Waste Grant Application Review
 ■Review of PFA Revisions for Bell Road and Boles
 Road Intersection Improvements

Finance Director ■Review of Capital Improvement Contingency
 Budget
 ■Review of General Fund Contingency Transfer
 ■Review of Budget Amendment for ChatComm

D) EXECUTIVE SESSION *(If Needed)*

E) ADJOURNMENT



AGENDA REPORT

To: ***Mayor and Council***

From: ***John Kachmar, City Manager***

By: ***Tony Day, Clerk of Court***

Date: ***February 10, 2011***

Agenda: ***February 14, 2011 WORK SESSION AGENDA ITEM: IGA between the City of Johns Creek and the City of Pelham for Inmate Housing***

Issue: Consideration to approve the Intergovernmental Agreement between The City of Johns Creek and the City of Pelham. This approval requires action by the Mayor and City Council.

Background: In April 2008, the City of Johns Creek entered into an Intergovernmental Agreement with the Irwin County Detention Center to provide for the incarceration of our long term inmates. Said agreement provided these services for a per diem fee of \$45.00. The City of Pelham provides for the same services for a per diem fee of \$38.00. This includes all transportation costs.

Recommendation: Staff recommends that Mayor and Council approve this resolution authorizing the Intergovernmental Agreement (IGA) between the City of Johns Creek and Irwin County Detention Center be dissolved and enter into an Intergovernmental Agreement (IGA) between The City of Johns Creek and the City of Pelham.

Basis for Recommendation: The services being provided by Irwin County have not consistently been satisfactory. Transportation has been an issue in having the inmates picked up in a timely manner. The City of Pelham will provide a better level of service at a greater savings to the City of Johns Creek. The per diem fee includes transportation, food, care and supervision. The City of Johns Creek would remain responsible for medical services rendered as we are now.

Financial Impact: The approval of this resolution will enable the Johns Creek Municipal Court to provide a higher level of service for a lower per diem fee.

Concurrent Review: Bill Riley, City Attorney

Attachment(s): Current Intergovernmental Agreement with Irwin County
Proposed Intergovernmental Agreement with the City of Pelham

IRWIN COUNTY DETENTION CENTER

132 Cotton Drive
Ocilla, GA 31774



229-468-4121
Fax 229-468-4186

INMATE HOUSING AGREEMENT

THIS AGREEMENT is made and entered into this 22nd day of April, 2008 between Irwin County, Georgia, a political subdivision of the State of Georgia, and its Sheriff, and City of Johns Creek, Georgia, a political subdivision of the State of Georgia, and its Mayor.

W I T N E S S E T H:

WHEREAS, Irwin County and its Sheriff (collectively referred to as "County") and City of Johns Creek and its Mayor (collectively referred to as "City of Johns Creek") desire to enter into an agreement for the provision of jail (inmate detention) services for the purpose of housing and maintaining certain inmates, and,

WHEREAS, Irwin County has certain required jail facilities available for inmate detention use by City of Johns Creek, and,

WHEREAS, Irwin County is willing to make certain jail facilities available to City of Johns Creek based on a cost reimbursement formula that reasonably approximates the actual cost of Irwin County to own and operate said Detention Center, and,

WHEREAS, Irwin County Detention Center will maintain in effect a Liability Insurance Policy with the City of Johns Creek named as an additional insured with the following limits, Two Million Dollars (each occurrence), Two Million Dollars General Aggregate, Two Million Dollars Products-Completed Operations Aggregate, Two Million Dollars Personal and Advertising Injury, Fifty Thousand Dollars Fire Damage Legal Liability, Five Million Dollars Policy Aggregate, One Million Dollars Miscellaneous Professional Liability, Excess Liability includes Two Million Dollars (each occurrence), and Two Million Dollars Aggregate. (Copy of policy available)

NOW, THEREFORE, in consideration of the mutual benefits flowing from one party to the other, it is hereby agreed as follows:

1. HOUSING:

Irwin County will make its Detention Center available to City of Johns Creek for the housing of its inmates to the extent space and resources are available, in the discretion of the Irwin County Sheriff or Jail Administrator. The housing of inmates shall be defined by the Irwin County Sheriff or Jail Administrator to include, but not be limited to, the provision of an appropriate physical space within a Detention Center and those necessary related facilities and services such as public utilities, heat, air conditioning, recreational facilities, etc., needed to appropriately support the housing of inmates.

2. NORMAL MAINTENANCE SERVICES:

Irwin County will provide normal maintenance services for all City of Johns Creek inmates housed in the Irwin County Detention Center. Normal inmate maintenance services shall be defined as those ordinary and relatively routine human needs common to all inmates as defined by the County Sheriff or Jail Administrator. Generally, such normal maintenance shall include, but not be limited to, all administrative type services, inmate meals, inmate recreation, inmate library/educational services, inmate transportation, and other related miscellaneous and incidental inmate services provided by the Detention Center for inmates housed in the Irwin County jail facilities.

3. MEDICAL AND OTHER SERVICES:

In addition to the per diem described below, City of Johns Creek shall be responsible for any and all medical or dental services and medication to any City of Johns Creek inmate. Any medical or dental treatment other than routine or incidental care shall require prior notice to and approval by City of Johns Creek. Such non-incidental/non-routine treatment shall include, but not be limited to, any care requiring transportation outside of the facility or treatment by an outside health care provider or requiring any prescription medication. Whenever non-incidental/non-routine medical or dental

treatment is necessary, City of Johns Creek may return the inmate to its own custody for appropriate evaluation and/or treatment, as the case may be.

4. DELIVERY OF INMATES:

The City of Johns Creek officer releasing the inmate's shall notify the Irwin County Officer of any unusual or extraordinary health or medical problems associated with the inmate at the time of transfer. The Irwin County Sheriff and Jail Administrator have the right to refuse delivery of any City of Johns Creek inmate who in their judgment will endanger the health and/or safety of other inmates or jail staff, for such reasons as unusual or contagious medical problems, excessive disruptive behavior, etc.

5. TRANSPORTATION:

Irwin County shall transport the City of Johns Creek inmates from the City of Johns Creek Police Department or any other facility housing inmates for City of Johns Creek and deliver them to the Irwin County Detention Center. In addition, Irwin County agrees to provide all subsequent transportation for City of Johns Creek inmates to and from the Irwin County Detention Center when the attendance of such inmates is required for any judicial or medical proceeding as requested by City of Johns Creek.

6. PER DIEM FEE; REIMBURSEMENT OF EXPENSES:

Irwin County shall invoice City of Johns Creek and City of Johns Creek shall pay for said services and cost on a monthly basis as outlined herein.

City of Johns Creek shall pay **Forty-five (\$45) Dollars** per day for the cost of providing normal maintenance services which includes housing, delivery and all transportation of each of its inmates incarcerated in the Irwin County Detention Center. City of Johns Creek shall pay the full per diem fee for any inmate of City of Johns Creek who is booked into the Irwin County Detention Center and released in less than twenty-four (24) hours. In addition to the per diem, City of Johns Creek shall be responsible for the payment of any and all medical or dental services and medication to the City of Johns Creek inmate held by Irwin County, as described above.

7. PAYMENT; INVOICES:

The per diem fee to Irwin County for the previous month's inmate housing services is due and payable to Irwin County Detention Center thirty (30) days after receipt of Irwin County's invoice. The County shall prepare and submit an invoice each month to the City of Johns Creek to include the name of each City of Johns Creek inmate, their dates of confinement, the total days for which to be reimbursed and the amount of reimbursement due. The invoice shall include the name from data provided by the Sheriff or Jail Administrator.

8. NOTICES:

Official notices, payments and correspondence to Irwin County shall be delivered in person, transmitted by regular mail to the **Irwin County Detention Center located at 132 Cotton Drive, Ocilla, Georgia 31774**

9. RECORDS; AUDIT:

Irwin County agrees upon request to furnish City of Johns Creek, or its agents all records pertaining to housing and maintenance of City of Johns Creek's inmates in the Irwin County Detention Center. City of Johns Creek shall have the right to audit all financial data pertaining to the fees and expenses charged City of Johns Creek for the housing and maintenance of inmates, which right shall survive the term of this Agreement. Irwin County's Sheriff or Jail Administrator shall maintain a record of each of City of Johns Creek's inmate which shall include the duration of confinement.

10. TERM:

The term of this Agreement shall be one (1) year effective from the date of this Agreement, unless terminated earlier in accordance with this agreement. Thereafter, the Agreement will be renewed automatically for five (5) successive one (1) year terms unless: (1) either party delivers written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the then existing term or (2) this Agreement is terminated pursuant to section 12 hereof. If written notice of non-renewal is given, this Agreement will terminate upon expiration of the then existing term. There is no minimum

number of inmates that the City of Johns Creek will be required to house at the Irwin County Detention Center.

11. MODIFICATION:

This Agreement may be changed at any time during its term of operation. Changes, modifications and deletions shall only be effective if made in writing and signed by the appropriate authorities for each party.

12. TERMINATION:

This Agreement may be terminated by either party for any reason upon thirty (30) days prior written notice to the other party of the intended date of termination. County may terminate this Agreement and refuse to accept City of Johns Creek inmates if City of Johns Creek fails to remit all monies due in a timely manner.

13. COURT ORDERS:

Irwin County's obligation to accept inmates of City of Johns Creek shall be suspended for such period of time as Irwin County is prohibited, pursuant to the order of a court of competent jurisdiction, from accepting inmates.

14. TIME OF PERFORMANCE:

Time is the essence in the performance of this Agreement.

15. ENTIRE AGREEMENT:

This Agreement contains all the terms and conditions and represents the entire agreement between the parties and supersedes any preexisting agreements relating to the use of the jail facilities of Irwin County by inmates of the City of Johns Creek. There are no understandings, representations, or agreements, written or oral, other than those contained in this Agreement.

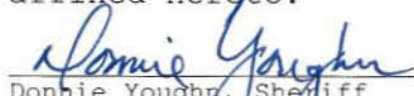
Nothing contained in this Agreement shall be deemed to create any relationship other than that of an independent contractor between the County and the City of Johns Creek. Under no circumstances shall any County official or employee be deemed to be an employee of the City of Johns

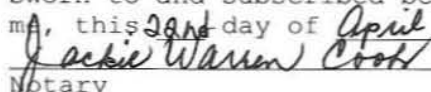
Creek for any purpose. Under no circumstance shall any City of Johns Creek official or employee be deemed to be an employee of County for any purpose.

16. LIABILITY, INDEMNITY, AND HOLD HARMLESS:


In the event that any City of Johns Creek inmate that has been transported, housed or provided medical attention by Irwin County or the Irwin County sheriff, in accord with this Inmate Housing Agreement, brings a lawsuit or action against the City of Johns Creek, the City of Johns Creek Mayor, City Manager and Chief of Police, or any officer, agent, elected official, or employee thereof, in either state or federal court, setting forth a claim of any kind or nature whatsoever arising out of the alleged acts or omissions of Irwin County officers, agents, or employees and/or the Irwin County Sheriff and/or deputies, jailers or health care providers, then Irwin County agrees to defend, indemnify and hold harmless the City of Johns Creek and/or the City of Johns Creek Mayor, City Manager and Chief of Police and their respective officers, agents and/or employees harmless from any such claim or cause of action, be it based upon state or federal law, including but not limited to any claim for inadequate medical care, excessive force, cruel and unusual punishment, conditions of confinement, or deliberate indifference.

IN WITNESS WHEREOF, Irwin County and the City of Johns Creek have caused this Agreement to be duly enacted by their proper officers and so attest with their signatures affixed hereto.


Donnie Youghn, Sheriff
Irwin County, Georgia

Sworn to and subscribed before
me, this 28th day of April, 2008

Notary




Michael E. Bodker, Mayor
City of Johns Creek

Sworn to and subscribed before
me, this 28th day of April, 2008

Notary



**STATE OF GEORGIA
COUNTY OF MITCHELL**

INMATE HOUSING AGREEMENT

THIS AGREEMENT, is made and entered into this ____ day of _____, 2010 between the City of Pelham, Mitchell County, Georgia, a political subdivision of the State of Georgia, and its' Chief of Police, and the City of Johns Creek, Georgia, and its' Chief of Police, a political subdivision of the State of Georgia, and its City Manager.

WITNESSETH:

WHEREAS, the City of Pelham and its Chief of Police (collectively referred to as "City of Pelham") and the City of Johns Creek and its City Manager (collectively referred to as "City of Johns Creek") desire to enter into an agreement for the provision of jail (inmate detention) services for the purpose of housing and maintaining certain inmates, and,

WHEREAS, the City of Pelham has certain required jail facilities available for inmate detention use by the City of Johns Creek, and,

WHEREAS, the City of Pelham is willing to make certain jail facilities available to the City of Johns Creek based on a cost reimbursement formula that reasonably approximates the actual cost of the City of Pelham to own and operate said Detention Center, and,

WHEREAS, the City of Pelham will maintain in effect coverage with Brown Detherage, which provides for liability coverage, a copy of the coverage provided upon request.

NOW, THEREFORE, in consideration of the mutual benefits flowing from one party to the other, it is hereby agreed as follows:

1. TERM OF AGREEMENT:

The term of this agreement shall be one (1) year effective immediately, unless terminated in accordance with this agreement. This agreement shall continue automatically after the first year, or for as long as all parties are satisfied without notification by or to either party so long as such extension shall not exceed fifty (50) years. There is no minimum number of inmates that the City of Johns Creek will be required to house at the City of Pelham Detention Center.

2. HOUSING:

The City of Pelham will make its Detention Center available to the City of Johns Creek for the secure care and housing of its inmates to the extent space and resources are available, in the discretion of the Chief of Police or Jail Administrator; provided, however the Detention Center shall attempt to maintain no less than twenty-five (25) inmate spaces for the City of Johns Creek. The parties shall cooperate regarding the number of spaces available and provide

reasonable notice to the other regarding any significant deviation in the number of spaces generally available. The housing of inmates shall include the secure custody, care and safekeeping of Johns Creek inmates including, but not limited to, the provision of an appropriate physical space within a Detention Center and those necessary related facilities and services such as public utilities, heat, air conditioning, recreational facilities, etc., needed to appropriately support the housing of inmates in accordance with state and local laws, standards, policies, procedures or court orders applicable to the operations of the Detention Center.

3. NORMAL MAINTENANCE SERVICES:

The City of Pelham will provide normal maintenance services for all City of Johns Creek inmates housed in the City of Pelham Detention Center. Normal inmate maintenance services shall be defined as those ordinary and routine human in accordance with state and local laws, standards, policies, procedures or court orders applicable to the operations of the Detention Center. Generally, such normal maintenance shall include, but not be limited to, all administrative services, inmate meals, inmate recreation, inmate library/educational services, inmate transportation, and other related miscellaneous and incidental inmate services provided by the Detention Center for inmates.

4. MEDICAL AND OTHER SERVICES:

The City of Pelham will provide medical services through its existing staff at no charge to the City of Johns Creek related to such staff time. In addition to the per diem described below, the City of Johns Creek, however, shall be responsible for the cost of medical or dental services and medication provided to any City of Johns Creek inmate. Any medical treatment other than routine or incidental care shall require prior notice to and approval by the City of Johns Creek. Such non-incidental/non-routine treatment shall include, but not be limited to, any care requiring transportation outside of the facility or treatment by an outside health care provider or requiring any prescription medication. Whenever non-incidental/non-routine medical or dental treatment is necessary, the City of Johns Creek may return the inmate to its own custody for appropriate evaluation and/or treatment, as the case may be.

5. DELIVERY OF INMATES:

The City of Johns Creek officer releasing the inmates shall notify the City of Pelham officer of any unusual or extraordinary health or medical problems associated with the inmate at the time of transfer. The City of Pelham Chief of Police and Jail Administrator have the right to refuse delivery of any City of Johns Creek inmate who in their judgment will endanger the health and/or safety of other inmates or jail staff, for such reasons as unusual or contagious medical problems, excessive disruptive behavior, etc.

6. TRANSPORTATION:

The City of Pelham shall transport the City of Johns Creek inmates from the City of Johns Creek Police Department or any other facility housing inmates for the City of Johns Creek and deliver them to the City of Pelham Detention Center. In addition, the City of Pelham agrees

to provide all subsequent transportation for the City of Johns Creek inmates to and from the City of Pelham Detention Center when the attendance of such inmates is required for any judicial or medical proceeding as requested by the City of Johns Creek. The above transportation shall be at no cost to the City of Johns Creek other than as set forth in this Agreement.

7. PER DIEM FEE; REIMBURSEMENT OF EXPENSE:

The City of Pelham shall invoice the City of Johns Creek and the City of Johns Creek shall pay for said services and cost on a monthly basis as outlined herein.

The City of Johns Creek shall pay **Thirty-Eight (\$38.00)** per day per inmate for the cost of providing normal maintenance services which shall include housing, delivery and all transportation of each of its inmates incarcerated in the City of Pelham Detention Center as set forth in this Agreement. The City of Johns Creek shall pay the full per diem fee for any inmate of the City of Johns Creek who is booked into the City of Pelham Detention Center and released in less than twenty-four (24) hours. In addition to the per diem, the City of Johns Creek shall be responsible for the payment of any and all medical or dental services and medication to the City of Johns Creek inmate held by the City of Pelham, as described in this Agreement.

8. PAYMENT; INVOICES:

The per diem fee to the City of Pelham for the previous month's inmate housing services is due and **payable to the City of Pelham Detention Center** thirty (30) days after receipt of the City of Pelham's invoice. The City shall pay and prepare and submit an invoice each month to the City of Johns Creek to include the name of each City of Johns Creek inmate, their dates of confinement, the total days for which to be reimbursed and the amount of reimbursement due. The invoice shall include the name from data provided by the Pelham Chief of Police or Jail Administrator.

9. NOTICES:

Official notices, payments and correspondence to the City of Pelham shall be delivered in person or transmitted by regular mail to **The Office of the Chief, Pelham Police Department, 171 Mathewson Avenue, S.W., Pelham, Georgia, 31779.**

Official notices, payments and correspondence to the City of Johns Creek shall be delivered in person, transmitted by regular mail to: **The Office of the Chief, Johns Creek Police Department, ATTN: Tony Day, 11445 Johns Creek Parkway, Suite 200, Johns Creek, Georgia 30097-1519.**

10. RECORDS; AUDIT:

The City of Pelham agrees upon request to furnish the City of Johns Creek, or its agents all records pertaining to housing and maintenance of the City of Johns Creek's inmates in the City of Pelham Detention Center. The City of Johns Creek shall have the right to audit all

financial data pertaining to the fees and expenses charged the City of Johns Creek for the housing and maintenance of inmates, which right shall survive the term of this Agreement. The City of Pelham's Chief of Police or Jail Administrator shall maintain a record of each of the City of Johns Creek's inmates, which shall include the duration of confinement.

11. MODIFICATION:

This Agreement may be changed at any time during its term of operation. Changes, modifications and deletions shall only be effective if made in writing and signed by the appropriate authorities for each party.

12. TERMINATION:

This Agreement may be terminated by either party for any reason upon thirty (30) days prior written notice to the other party of the intended date of termination. The City of Pelham may terminate this Agreement and refuse to accept the City of Johns Creek's inmates if the City of Johns Creek fails to remit all monies due in a timely manner. Provided, however, regarding any termination of this Agreement, the parties shall cooperate to transition the housing of prisoners in a reasonable timeframe.

13. COURT ORDERS:

The City of Pelham's obligation to accept inmates of the City of Johns Creek shall be suspended from such period of time as the City of Pelham is prohibited, pursuant to the order of a court of competent jurisdiction, from accepting inmates.

14. TIME OF PERFORMANCE:

Time is the essence in the performance of this Agreement.

15. ENTIRE AGREEMENT:

This Agreement contains all the terms and conditions and represents the entire agreement between the parties and supersedes any preexisting agreements relating to the use of the jail facilities of the City of Pelham by inmates of the City of Johns Creek. There are no understandings, representations, or agreements, written or oral, other than those contained in this Agreement.

Nothing contained in this Agreement shall be deemed to create any relationship other than that of an independent contractor between the City of Pelham and the City of Johns Creek. Under no circumstances shall any City of Pelham official or employee be deemed to be an employee of the City of Johns Creek for any purpose. Under no circumstances shall any City of Johns Creek official or employee be deemed to be an employee of the City of Pelham for any purposes.

16. LIABILITY, INDEMNITY AND HOLD HARMLESS:

In the event that any City of Johns Creek inmate that has been transported, housed or provided medical attention by the City of Pelham or the City Manager, in accordance with this Inmate Housing Agreement, brings a lawsuit or action against the City of Johns Creek, the City of Johns Creek Mayor, City Manager and Chief of Police, or any officer, agent, elected official, or employee thereof, in either state or federal court, setting forth a claim of any kind or nature whatsoever arising out of the alleged acts or omissions of the City of Pelham officers, agents or employees and/or the City of Pelham City Chief of Police, jailers or health care providers, then the City of Pelham agrees to defend, indemnify and hold harmless the City of Johns Creek and/or the City of Johns Creek Mayor, City Manager and Chief of Police and their respective officers, agents and/or employees harmless from any such claim or cause of action, be it based upon state or federal law, including but not limited to any claim for inadequate medical care, excessive force, cruel and unusual punishment, conditions of confinement or deliberate indifference.

IN WITNESS WHEREOF, the City of Pelham and the City of Johns Creek have caused this Agreement to be duly enacted by their proper officers and so attest with their signatures affixed hereto.

Mayor
City of Pelham

Signed, sealed and delivered
in the presence of:

Attest

Notary Public:

Approved as to form:

City Attorney

Mayor
City of Johns Creek

Signed, sealed and delivered
in the presence of:

Attest

Notary Public

Seal

AGENDA REPORT



To: Honorable Mayor and City Council Members

From: John Kachmar, City Manager

By: James Swope, Solid Waste Manager

Date: February 10, 2011

Agenda: February 14, 2011 WORK SESSION AGENDA- Curbside Acceleration Recycling Program Grant

Recommendation: Authorization to apply for Curbside Acceleration Recycling Program Grant from Coca-Cola Recycling.

Issue: Council requires notification and authorization before application is made for any grants.

Financial Impact: If the grant is awarded and accepted, funds in the amount of \$50,000 dollars will be added to the FY 2011 Budget. No matching funds are required.

Background: Coca-Cola Recycling LLC has invited the City to apply for a grant to enhance the curbside recycling collection within the City. Coca-Cola in partnership with Keep Georgia Beautiful Foundation will distribute up to \$1.4 million dollars to non-profits and local governments in Georgia to promote increased residential curbside recycling. Matching funds are not required but are recommended and there is no minimum or maximum award for a single applicant. It is proposed that the City apply for this grant to fund community outreach and education related to the provisions of the recently adopted Solid Waste Ordinance O2011-9-16. In the proposed application the City will request \$50,000 dollars to be used to increase awareness in the general public of the availability of and ease of recycling in the City of Johns Creek. It will not only encourage participation in the curbside collection programs offered by the City's registered haulers, but also fund and announce the availability of new recycling options when curbside recycling is not available. The application will highlight the investment being made by the City's registered haulers in providing larger wheeled recycling carts. Likewise, the City's commitment to recycling in its parks as well as its partnership with Keep North Fulton Beautiful will be identified. Additionally, the application would propose a partnership with Curbside Value Partnership, a non-profit organization with experience nationwide in recycling outreach and education programs.

Alternative Approaches: N/A

Concurrent Review: Ken Hildebrandt

Attachment(s):
Grant Guidelines
Curbside Value Partnership information
Sample communications plan
Sample cart information sticker



Curbside Acceleration Recycling Program Guidelines

Overview

Coca-Cola Recycling, LLC has a commitment to recover plastic bottles and aluminum cans equal to 100% of the bottles and cans that are produced by the company annually by the year 2020. Encouraging the recovery of recyclables plays an important role in the company's reduction of its carbon footprint. In order to help facilitate this goal Coca-Cola Recycling, in partnership with the Keep Georgia Beautiful Foundation, will distribute up to \$1.4 million dollars to non-profits and local governments in Georgia to promote increased residential curbside recycling.

Program Categories:

- Request for Educational/Awareness Funding for Outreach
- Request for Infrastructure Funding
- Request for Incentive Based Program Funding

Program Objective:

- To provide resources and/or recycling education to a targeted community in order to increase recycling participation and recycling volumes

Up to \$1.4 million is available in the 2011 Curbside Acceleration Recycling Program. There is no minimum or maximum award for a single applicant.

Applicants are encouraged to apply matching monies and/or grants from partnering entities such as local, state or federal governments, private industry or other non-profit partners. Matching monies are not a requirement but will allow for increased results associated with a broader program.

Eligible Applicants:

- Cities or Counties in the State of Georgia
- Non-profits in the State of Georgia
- Solid Waste Management Authorities
- Partnerships between Public and Private Recycling Interests
- Multi-County or Multi-Regional Projects

**Criteria:**

1. Applicant must meet program objectives in one or all categories.
2. Applicant must identify processors used for recovered materials.
3. Program must create a new curbside residential recycling program or enhance an existing residential curbside program.
4. Applicant must be able to quantify the recovered material and demonstrate a metrics for evaluating the increased tonnage.

Eligible and Ineligible Program Uses:

Applicants are encouraged to use creativity in the development of the program. The following table illustrates some, but not all, eligible and non-eligible uses of funding.

Eligible Uses
Incentive Programs
Recycling Carts/Bins
Education Programs
Tracking Devices
Technology
Weighing Devices
Communication Materials & Programs
Public Relations/Workshops
Contracted Services for PR and Education Programs

Non-Eligible Uses
Administrative Costs
Salaries
Studies
Office Equipment
Recycling Motor Vehicles
Legal fees, Taxes Licenses or Permits
Disposal Costs/ Tip Fees/Processing Fees
Land Acquisition and Real Estate

Application

Applicants must follow instructions contained in the online application and provide all requested information. Applications should contain sufficient detail for reviewers to visualize the project in its entirety. Failure to follow instructions may lead to uncertainty about the proposed project's intent. If you plan to apply for multiple projects, please include them under one application.

Reporting Requirements

The successful applicant will be responsible for reporting recycling results, both monthly tonnage and monthly residential participation associated with the Curbside Acceleration Recycling Program by the 15th of each month.



Curbside Acceleration Recycling Program Timeline

December 2010 - Curbside Acceleration Recycling Program Registration Begins

In order to be considered for the Curbside Acceleration Recycling Program you must first register. Registration is easy and should just take five minutes of your time. There are nine basic questions, including a brief overview (five lines) outlining your proposed project. Once we have received your registration information you will receive an email inviting you to the official online application.

You may register in Round 1 or Round 2, but you only have to register once. (Please note that the application deadline is the same for both rounds, so you may want to go ahead and register early!)

Round 1 – Register by December 22, 2010

Round 2 – Register by January 21, 2011

To register, [click here](#).

Week of January 3, 2011 – Official Link to Online Application is E-mailed to Round 1 Registered Participants

Please be on the lookout for the invitation to the official online application this week.

Week of January 21, 2011 - Official Link to Online Application is E-mailed to Round 2 Registered Participants

Please be on the lookout for the invitation to the official online application this week.

February 28, 2011 - Deadline for Applying for the Curbside Acceleration Recycling Program

Sample Projects and Web Resources

Education Projects

- **Recycling Education and Public Awareness Programs** - Education and public awareness activities and materials have proven successful in increasing single stream curbside collection volumes and participation rates. Examples of such activities/expenditures include: printing costs of brochures; fees paid for the development of education brochures or advertisements; newspaper, radio or other media advertising; and costs associated with educational workshops. Only costs incurred as part of the actual implementation of the activity are allowable and only with Coca-Cola Recycling approval of final materials and activities.

Education programs may be conducted by current staff or contractors may be hired to provide such programs. Examples of organizations that provide services are included in the Web Resources section.



Recycling Access/Collection Projects

- **Material Recovery Facilities (MRFs)** – Public or non-profit recycling facilities are eligible for equipment funding for programs that demonstrate increased capability, capacity and efficiency for single stream recycling service for the project area. MRF's operating in conjunction/cooperation with incentive based program collection will be given preference.
- **Recycling Equipment** - Recycling equipment is eligible for funding if existing equipment does not provide adequate and efficient service for the project area. Eligible equipment may include balers, collection containers or other appropriate equipment. Equipment to support incentive based program collection will be given preference.
- **Incentive Programs** –Single stream curbside recycling programs choosing to implement new programs or expand existing incentive based recycling programs may include components similar to RecycleBank, Recycle & Win (Charlotte, Raleigh, Spartanburg), Pay-As-You-Throw recycling programs (Decatur, Duluth, Athens, Marietta), or other incentive based programs.

Web Resources are Listed on Separate Page



Web Resources for Curbside Recycling Programs

Curbside Recycling Program and Education Resources	Incentive Based Recycling Program Resources	General Recycling Information
<ul style="list-style-type: none">• Curbside Value Partnership has ideas educating and marketing programs and also highlights successful curbside recycling programs.• www.Gacampaigncentral.org – This is DCA’s Education/Marketing Toolkit with budget applications.• EPA Municipal Toolkit - This site has information on starting a recycling program and calculating the economics of a program.• Conservatrees Recycling Guide - This is a Single Stream Best Practices Guide.• www.civicleagueatlanta.org/images/research/recyclingresearch.pdf - This is a Regional Atlanta/Best Practices Guide conducted by the Civic League.	<ul style="list-style-type: none">• Recyclebank is an incentive based residential recycling program.• Recycle & Win – This link describes an incentive program launched in Charlotte, North Carolina.• ReimagineRecycling is a drop-off/incentive program that could provide an extension to your curbside recycling collection program by providing a depository for multi-family residents that may not have access to recycling.	<ul style="list-style-type: none">• The Keep Georgia Beautiful Foundation is a partner in this program and has links to the registration process.• The Georgia Recycling Coalition housing multiple resources for recycling programs.• The EPA website will have environmental education grants available in January 2011, click here.• The Atlanta Recycles website contains information on recycling activities in Atlanta.

END of Form - GUIDELINES

The Curbside Value Partnership:

Tips and Info for Incorporating CVP into your Winning Application

Georgia communities applying for Coca Cola Curbside Acceleration Recycling Program with a focus on education are encouraged to consider a partnership with CVP in their applications. CVP can serve as a valuable resource in helping you design and implement cost-effective, strategic education campaigns within a range of budget levels.

The information below is intended to help you incorporate CVP into your applications. Questions? Contact Steve Thompson, CVP Executive Director at S.B.Thompson@comcast.net or 804-798-5750.

Is my community a fit for CVP?

Yes, if you meet the following minimal criteria:

- Have a *residential curbside recycling program* that is politically supported and not at risk of being eliminated.
- If you want to use education to improve your program's participation and tonnage.
- Are committed to dedicate time needed to help plan, implement and measure an education campaign.
- Have the ability to kick off an education campaign in 2011.
- Have access to *consistent data* on recycling to determine campaign's impact and be willing to use Re-Trac for submitting data for multiple years. **(Supplied at no cost.)**

What would a CVP partnership look like?

CVP will work with you in three phases to help you kick off a 12-month effort: PLANNING, EXECUTION and MEASUREMENT. **Regardless of your budget, CVP will work with you to develop a strategic and measureable education program.** Below is more detail on CVP's process.

PHASE ONE: PLANNING *(Generally takes about 4-8 weeks):*

First, CVP will facilitate a face-to-face planning and learning session where community key decision makers and stakeholders should participate. At this strategy session CVP will work to understand and uncover any barriers to participation and also identify our communications goals and target audience. Then, we'll brainstorm activities to help you reach them effectively. Following this, CVP will deliver a 12-month communications plan that will serve as your tailored campaign road map. Some or all of the activities proposed in the plan can be undertaken by CVP or by your internal staff (or a combination), depending on the amount secured and your needs.

Once the plan is agreed upon, CVP will work with you to develop compelling materials to help promote your recycling program. They could include the following (not all-inclusive):

- Campaign call-to-action/tag lines
- PR tools: key messages, press release, fact sheets
- Creative (as appropriate)
 - Posters, banners, billboards, mailers
 - T-shirts, cart stickers, etc.
 - Advertisements, PSAs
 - Radio PSA scripts
- Website support/strategy and recommendations, and in some cases help with design/copy writing

- Social media strategy and execution (Facebook, Twitter, etc.)

PHASE TWO: CAMPAIGN EXECUTION *(CVP will work with you to execute a campaign that will likely last for approximately 10-12 months. However, CVP will continue to be available to you for strategic support, measurement, etc.):*

Each campaign is tailored to meet the unique needs of your market and your program's challenges, goals, etc. CVP will work closely with your community to implement the integrated communications plan developed during the planning phase. Components of the campaign typically include:

- Launch event/announcement
- Ongoing media relations
- Marketing to residents
- Third party engagement (homeowner associations, community groups, realtors, etc.)
- Social media/online campaign activities
- Event participation

PHASE THREE: MEASUREMENT: *(Ongoing with CVP providing free tools to aid in data collection.)*

What makes CVP unique, in addition to our strategic planning process, is our commitment and approach to measurement. For all of our partners, we insist on access to data and will help you view and analyze what occurred due to the campaign in a way that enables better decision-making. We measure all sorts of data, the most important being recycling tonnage and participation. We evaluate year prior data as well as what happens during and after the campaign.

- Data measurement (pre and post, as well as 3-month intervals).
- Future planning (helping advise the community in how to sustain the momentum generated).

We will provide to all partners, at no additional cost, access to Re-Trac, a powerful data management tool where you can input and track your program's progress. This will be provided to you for one year, and perhaps longer.

What should I budget for CVP?

Typically, CVP partners with a community at no cost (efforts are covered by our sponsors.) CVP typically spends between \$40,000-\$75,000 per community, *plus* out of pocket expenses like printing. In this case, anticipated cost should be incorporated into your application. If your community is awarded, CVP will be covered in your program.

- When you partner with CVP, you have access to top public relations and marketing experts as well as industry veterans who will help you develop and execute a plan to make a strong impact on participation and volume. We've done it for 27 other communities so far, as well as 4 states!
- A rule of thumb for budgeting for education is \$1 per household per year or \$3 per household per year if you are making a major change (e.g. switching to single stream, upsizing carts, etc.) Recognizing that many communities may not be able to secure this level of funding, we recommend *at a minimum* the parameters below based on community size and anticipated level of activity.
- The chart that follows is designed to help provide an idea of the recommended amount of money allocated towards the CVP relationship and provides an idea of the education activities it would include. Please remember that activities and budget ranges are approximations to help with application writing. Should you be awarded, CVP will work closely with you to identify the best activities to fit your needs based on the dollar amount you are awarded.

CVP Budget Options (Menu Format)

Desired level of education efforts with CVP*	Communities serving less than 75K hhlds	Communities serving 75K-250K hhlds	Communities serving over 250K hhlds
I. CVP Basic Partnership - Activities include: <ul style="list-style-type: none"> Kick off/strategic planning 12-month communications plan Marketing strategies and ideas Campaign messages/call to action Development of PR materials Data analysis Ongoing counseling Basic Partnership Budget Ranges:	\$15,000-\$22,500	\$20,000-\$27,500	\$25,000-\$32,500
II. Traditional CVP Level – Includes above activities <u>PLUS</u> : <ul style="list-style-type: none"> Creative executions (quantity TBD based on budget) Web and/or social media (microsite, Facebook, etc.) Increased strategy/creative/support Traditional Partnership Budget Ranges:	\$30,000-\$52,500	\$50,000-\$82,500	\$65,000-\$107,500
III. Partnership Plus Level – Includes I & II activities <u>PLUS</u> : <ul style="list-style-type: none"> Paid advertising and/or Production of materials/printing, etc. Partnership Plus Budget Ranges:	\$50,000-\$87,000	\$100,000-\$182,000	\$140,000-\$225,000

In addition though your partnership you will also have FREE access to the following valuable resources and tools:

- Access to CVP resources and high quality PR and marketing templates as well as our library of community best practices.
- Access to Re-Trac reporting tool for measuring/analyzing data.
- Inclusion in CVP national publicity efforts that include media stories, by-lined articles, features in our quarterly newsletter *Bin Buzz*, and more.

What next?

We encourage all communities to familiarize yourself with CVP by visiting our Web site (www.RecycleCurbside.org) and by reviewing our informational that you can request by contacting Steve Thompson.

As you prepare your application, be sure to include and reference CVP and describe how you would work with CVP. Feel free to use any information contained in this document to do so. Also, reach out to us with any questions. We can work with you to ensure your application properly includes CVP and is also compelling, creative and inclusive.

If you are awarded, we will then work with you to determine the best use of your funds to ensure maximum return-on-investment.

Johns Creek Up Sized Recycling Program Strategic Communications Campaign

Campaign Objective:

The Johns Creek Up Sized Recycling Cart program will increase public awareness of the availability of the larger carts and ease of their use for recycling in the City of Johns Creek (the City). It will not only encourage participation in the curbside collection programs offered by the City's registered haulers, but also announce the availability of new recycling options when curbside recycling is not available. The City is requesting \$50,000 dollars to accomplish our objectives.

Although the City is not proposing a specific match to the funds requested, the program is designed to leverage the requirement of the Solid Waste Ordinance for registered waste haulers to provide large recycling carts to all of their Johns Creek customers. The haulers will be investing \$40 to \$50 dollars for these larger containers per household. Collectively their contribution to this program could exceed \$1,000,000 dollars. Likewise, the City has committed \$45,000 dollars to funding Keep North Fulton Beautiful (KNFB) environmental education and outreach, and this campaign will strategically utilize many of the events organized by KNFB as messaging opportunities.

Since all registered haulers are required to report the tonnages they collect and the recycling facilities they use, monitoring the success of the campaign is already provided for. The hauler's reports will be used on an ongoing basis to gauge the need for additional actions in the future.

A key component of the campaign will be our partnership with Curbside Value Partnership (CVP). Their national experience with programs like this will insure a successful program rollout. They will assist in both creating and implementing the communications plan.

Campaign Materials to be Developed:

- **Signage:**
 - Parks signage
 - Posters
 - Banners
 - Away from Home Container Wraps
- **Printed Materials:**
 - Flyer
 - Postcard
 - Bill Stuffer
- **Ads/PSA:**
 - Print and online ads
 - Radio PSA's
 - Digital cinema ad (tentative)
- **Miscellaneous/Viral Marketing:**
 - Water Bottles
 - Recycling Cart Stickers

Campaign Tactical Plan and Recommendations

Public Relations

We will be accessing news media to promote this campaign. Since the news media coverage will be free and will position the campaign and recycling as credible, this will be a good investment of our resources. Our goals are to:

- Run op-ed, letter to the editor
- Gain coverage of campaign press releases
- Generate buzz and awareness for new campaign in the community
- Air/print PSA's developed for the campaign at no cost
- Gain coverage of community events including possible launch event

A detailed list of publications most likely to reach our target audience will be developed including, publication name, contact name, title and contact information for all media outlets. An initial list includes the following:

Print

- *The Johns Creek Herald*
- *Atlanta Journal Constitution*
- *Johns Creek Neighbor*
- *The Hub*
- *Johns Creek Patch*

Radio

- **WSB-AM**
- **WGST-AM**
- **Star 94-FM (WSTR)**
- **WABE (NPR)**

----- Estimated PR cost: FREE

Communication Materials

Separate from the PSA and other marketing materials, a suite of communication materials will be developed to support the public relations efforts in Johns Creek. These will include:

- Press release(s)
- Op-ed(s)
- Letter to the editor(s)
- Program fact sheet/flyers
- Program question and answer document
- Sample copy for community organizations to use in their newsletters and/or on their Web sites

----- Estimated Communications Materials cost: FREE

Paid Media/Direct mail

Paid media will play a role in the successful launch of the campaign. A wide range of media including print (newspapers, magazines, outdoor), and electronic (TV, radio, cinema) will be evaluated for inclusion in the media strategy. We will evaluate paid media options based on:

- Ability to efficiently and effectively reach the Johns Creek home Owners.
- Willingness to partner with CVP and Johns Creek by providing low or no cost promotional opportunities for the recycling program.

Print

- *The Johns Creek Herald*
- *Atlanta Journal Constitution*
- *Johns Creek Neighbor*
- *The Hub*
- *Johns Creek Patch*

Allowance of \$2,500.00 for ad purchases at each outlet for a total of \$12,500.

Radio & TV

- We do not recommend investing in paid radio or TV ads at this time. The advertising dollars would be more effectively spent on other marketing opportunities designed to reach Johns Creek Home Owners.

Cinema Advertising

- We recommend placing 15 second ads at Regal Cinema and Studio Movie Grill. The ads would run once before every movie on each of the theaters' screens. Cost per month is estimated to be \$3,180/month plus a onetime setup fee of \$1,250 . This price reflects a non-profit discount. We recommend running the ads for three months: June/August/October for a total cost of \$10,790.
- Run PSA at Movies in the Park - FREE

Direct mail

- We will distribute a bill stuffer to homeowners via registered haulers.
- It is estimated that 25% of residents will not be reachable though bill stuffers and direct mail will be used to contact them. Cost: Printing cost estimate = \$1,500 + Postage cost estimate (6,250 x .44) = \$4,250
- A direct mail post card reminder will be sent out to all home owners after 6 months. Cost: Printing cost estimate = \$6,000 + Postage cost estimate (6,250 x .28) = \$7,000.

-----**Estimated cost: \$29,540**

Other Media

Strategic placement of the materials we develop will be crucial to reaching the right audience in the City of Johns Creek. In addition to the traditional outlets of print, radio, etc. we plan to launch a viral/buzz campaign (throughout the city in public places with hi-visibility).

Buzz Marketing Materials available:

- Posters—\$2,460
- Litter can/ cart stickers—\$2,000
- Can wraps - \$5,000
- Banners/signs—\$6,000

Here is a sampling of the places the marketing materials mentioned above can be used. Each location potentially contains a large portion of the campaign's target audience.

- Recycling drop-off location(s) – Place stickers on recycling receptacles, banners in high visibility areas
- City of Johns Creek City Hall – Banners, flyers, posters throughout building. Give away t-shirts to visitors
- Any other highly visible center of the city (like a town center)
- Local recreation departments - ball fields, recreation centers
- Local schools/companies (in their lunch room or places of gathering)

-----**Estimated Other Media cost: \$15,000**

Web site

Many residents in the City of Johns Creek may first go to the city's main Web site after being exposed to campaign ads and other materials. It is important to have campaign information in a prominent location on your Web site.

- Update city's Homepage, www.cityofjohnscreekga.gov with campaign banner ad/link
- City's Solid Waste Web page: <http://www.johnscreekga.gov/publicworks/solidwaste.asp>
- Use other on-line widgets (pieces of Web art work that can be dropped in to our site)

-----**Estimated Web site cost: FREE**

Third-party sponsors/advocates

Another key component to the success of the campaign in Johns Creek will be the identification of and outreach to various prominent community organizations in the city. These community organizations may not necessarily be comprised of the target audience, but they can be an efficient outlet for spreading campaign messages quickly. In addition, it's a good idea to get other organizations that share similar interests, such as the beautification of the city and environment to get involved in the campaign as early in the planning process as possible.

Any promotional items distributed to third-party organizations will be taken from the inventory of items we recommend under "Other Media."

We envision working with these organizations on a number of levels, including:

- Providing program fact sheet/ flyer and speaking at monthly meetings
- Submitting content for their newsletters
- Asking them to post a link to the City of Johns Creek page from their organization's Web page
- Submitting an informational blurb(s) about Johns Creek's recycling program to go on organization's home page

Measurement

The City will review compile meaningful campaign milestones and statistics from Haulers reports that will be used to generate media stories and press releases.

Additionally we will plan to report the campaign's progress to media at various points throughout the campaign, including:

- One month after campaign kick-off
- Six months after campaign kick-off
- One year after campaign kick-off

Local Campaign Timeline

This sample timeline will help you think through the timing of all of your campaign activities. Once the plan is finalized, refer back to the timeline on a regular basis to help ensure you are on track.

June

- Finalize communication plan, present to Griffin and participating cities
- Determine activities to move forward with from communication plan
- Begin arranging media buys (if desired)
- Develop communication materials:
 - Fact sheet
 - FAQ's
 - Community Newsletter blurbs
 - Homeowner letters/flyers

July

- Draft and finalize Op-ed about upcoming campaign
- Order give-aways and/or posters, banners, etc.
- Finalize media buys (if desired)
- Draft launch press release
- Plan launch press conference or other launch activity
- Reach out to community organizations
 - Distribute newsletter blurb
- Place Op-ed about campaign in new media

August

- Launch full campaign
- Begin advertisements (print, radio, outdoor, etc)
- Begin direct homeowner communications
 - Post card
- Initiate outreach to target media outlets
 - Distribute press release to local media outlets

September

- Continue advertisements (print, radio, outdoor, etc)

- Draft, finalize and place Op-ed about importance of recycling
- Continue direct homeowner communications
 - Door hanger or flyer (magnet?)

October

- Continue advertisements (print, radio, outdoor, etc)
- Continue direct homeowner communications
 - Door hanger or flyer (magnet?)

November

- Distribute campaign update release with May - July data
- Continue advertisements (print, radio, outdoor, etc)
- Continue direct homeowner communications
 - Door hanger or flyer (magnet?)

December

- Continue advertisements (print, radio, outdoor, etc)



Paper

- Newspaper
- Cardboard
- Junk mail & other paper products (anything that tears)
- Paperback & phone books
- Magazines

- Cartonboard such as cereal boxes & shoe boxes (flatten all boxes, remove plastic bags)
- Shredded Paper in a clear plastic bag
- Paper grocery bags

Do not include:

- Food contaminated boxes or paper like pizza boxes, paper towels or napkins
- Hardcover books
- Photos
- Wax coated cartons



Cans

- Aluminum cans
- Tin, steel, bi-metal cans
- Lids from jars

Do not include:

- Foil
- Trays
- Plates
- Hangers
- Wire



Plastics

- All containers
- Recycle codes 1 thru 7 (typically marked on the bottom of container)

Do not include:

- Plastic bags
- Styrofoam
- Hoses
- Pipes or wiring
- Furniture
- Polystyrene



Glass

- Food containers
- Beverage containers

Do not include:

- Window glass or mirrors
- Ceramics
- Light bulbs

Important:

- Empty containers only
- Rinse all food & beverage containers
- Flatten or cut cardboard boxes so they fit in the Cart. Keep it dry
- All recyclables must be placed in the cart
- No hazardous materials including automotive fluids, garden chemicals, paint products, cleaners and fluorescent lamps.

AGENDA REPORT

To: Honorable Mayor and City Council Members
From: John Kachmar, City Manager
By: Ken Hildebrandt, Public Works Director
Date: February 14th – Work Session
Agenda: Project Framework Agreement with Georgia Department of Transportation (GDOT) for Bell Road at Boles Road

Recommendation:

Staff recommends approving the Supplemental Agreement #1 to the Project Framework Agreement dated June 2007 with the Georgia Department of Transportation (GDOT) for preliminary engineering at Bell Road and Boles Road (PI#0007311).

Issue:

The City is working with Georgia Department of Transportation (GDOT) on intersection improvements at Bell Road and Boles Road. Federal funds from a 1998 Earmark are being used for the engineering, right of way and construction phases of this project. The City has requested GDOT to increase our federal funding for the engineering phase from \$120,000 to \$212,000. The supplemental agreement also contains \$60,000 in preliminary engineering oversight funds for GDOT project managers/project delivery staff. \$48,000 (80%) of the oversight would come from the earmark and the City would provide a 20% match of \$12,000.

Financial Impact:

The engineering phase of this project is fully funded in the FY07, FY08 and FY10 Budgets. Funds are available in the FY10 budget for the local match of the oversight. A budget amendment may be needed to align the federal funds with the proposed \$212,000.

Background:

The City signed a Project Framework Agreement with GDOT in June 2007 for a total Preliminary Engineering amount of \$150,000 (\$120,000-80% reimbursable, \$30,000-20% local). This project and funding allocations originated with Fulton County. At a work session last year, staff presented recommendations to reallocated HPP funding for the Bell at Boles project, Greenway 2, Bridge Replacement projects and an ITS project.

So far, the City has received approximately \$60,000 out of the available \$120,000 reimbursements from GDOT. To continue to be reimbursed 80% of our engineering cost, a supplemental agreement is required.

Based on a new GDOT policy, the agreement is also requesting the City to provide preliminary engineering oversight for project managers / project delivery staff. The oversight funds would consist of \$48,000 which is 80% Federal funds from the 1998 earmark and the City would provide a 20% match of \$12,000. The project budget has sufficient funds to cover this additional expense.

Alternative Approaches: Not sign the supplemental Project Framework Agreement and leave the reimbursement amount at \$120,000.

Concurrent Review:

Lenny Felgin, Assistant City Attorney

Attachment(s):

Project Framework Agreement - Supplemental Agreement #1

**SUPPLEMENTAL AGREEMENT NUMBER ONE
BY AND BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
CITY OF JOHNS CREEK
FOR
CSHPP-0007-00(311)
PI 0007311
CR 3266/BELL RD @ CR 72/BOLES RD**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, (hereinafter referred to as the "DEPARTMENT"), an agency of the State of Georgia, whose address for purposes of this Agreement is One Georgia Center, 600 W. Peachtree Street N.W., Atlanta, Georgia 30308, and the CITY OF JOHNS CREEK, acting by and through its Mayor and Council, hereinafter referred to as the "SPONSOR".

WHEREAS, the DEPARTMENT and SPONSOR heretofore entered into an Agreement dated June 12, 2007, hereinafter called the "ORIGINAL AGREEMENT", for the purpose of upgrading the intersection of CR 3266/Bell Road and CR 72/Boles Road in the City of Johns Creek, Georgia Department of Transportation Project Number CSHPP-0007-00(311), and P.I. Number 0007311, hereinafter referred to as the "PROJECT"; and

WHEREAS, due to changes in funding arrangements and then need to extend time to complete phases of the project schedule, the parties mutually desire to amend the ORIGINAL AGREEMENT and delete the Attachments A and B information pertaining to P.I. Number 0007311 and replace it with the information in the Attachments A and B dated January 14, 2011.

NOW, THEREFORE, the parties hereto mutually agree that for and in consideration of the mutual promises, the public purposes, and acknowledgements and agreements contained herein, together with other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree to replace Attachments A and B information for P.I. Number 0007311 from the ORIGINAL AGREEMENT dated, June 12, 2007, with the information in Attachments A and B dated January 14, 2011.

Except as modified, changed or amended, all terms and conditions of the ORIGINAL AGREEMENT dated June 12, 2007, shall remain in full force and effect.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding up on the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the DEPARTMENT and the SPONSOR have caused these presents to be executed under seal by their duly authorized representative.

DEPARTMENT OF TRANSPORTATION

JOHNS CREEK

BY: _____
Commissioner

BY: _____
Mayor Mike Bodker

Signed, sealed and delivered this _____
day of _____, 20__, in the
presence of:

ATTEST:

Treasurer

Witness

Notary Public

This Agreement approved by CITY OF
JOHNS CREEK, the _____ day of
_____, 20__.

Attest

Joanie Jones, City Clerk

FEIN: _____

ATTACHMENT "A"

Project Number: CSHPP-0007-00(311) – City of Johns Creek

Revised Amounts

Project	Preliminary Engineering		Right of Way			Construction		Utility Relocation	
(PI#, Project #, Description)	Funding	PE Activity by	*Funding of Real Property	Acq. by	Acq. Fund by	*Funding	Letting by	Utility Funding by	Railroad Funding by
PI# 0007311 CSHPP-0007-00(311) CR 3266/Bell Rd @ CR 72/Boles Rd	(80%) Federal (\$212,000) (20%) Local Gov. (\$53,000) GDOT Oversight (80%) Federal (\$48,000) (20%) Local Gov. (\$12,000) >(\$325,000) 100% Local Gov.	Local Gov.	(80%) Federal (\$772,000) (20%) Local Gov. (\$193,000) >(\$965,000) 100% Local Gov.	Local Gov.	Local Gov.	(80%) Federal (\$800,000) (20%) Local Gov. (\$200,000) >(\$1,000,000) 100% Local Gov.	Local Gov.	100% Local Gov.	100% Local Gov.

Note: Maximum allowable GDOT participating amounts for PE category shall be shown above. Local Government will only be reimbursed the percentage of the accrued invoiced amounts up to but not to exceed the maximum amount indicated. *R/W and Construction amounts shown are estimates for budget planning purposes only.

Original Amounts

Project	Work	Preliminary Engineering		Right of Way		Construction		Utilities
(PI#, Project # Description)	Type	Funding	Design	Funding	Acquisition	Funding	Letting	Relocation Costs
PI#0007311 CSHPP-0007-00(311) CR 3266/BELL ROAD@CR 72/BOLES ROAD	INTER.	\$120,000 80% FEDERAL	CITY	\$200,000	CITY	\$520,000 80% FED	CITY	CITY
	IMPV.	\$30,000 20% CITY		100% CITY		\$130,000 20% CITY		

ATTACHMENT "B"

0007311 – Johns Creek

Proposed Project Schedule

Deadlines for Responsible Parties	Execute Agreement	Month/Year (Approve Concept)	Month/Year (Approve Env. Document)	Month/Year (Authorize Right of Way funds)	Month/Year (Authorize Const. funds)
Environmental Phase					
Concept Phase					
Preliminary Plan Phase					
Right of Way Phase					

Annual Reporting Requirements

The Local Government shall provide a written status report to the Department's Project Manager with the actual phase completion date(s) and the percent complete/proposed completion date of incomplete phases. The written status report shall be received by the Department no later than the first day of February of every calendar year until all phases have been completed.



AGENDA REPORT

To: Mayor and City Council

From: John Kachmar, City Manager

By: Monte Vavra, Finance Director

Date: 02/10/11

Agenda: February 14th WORK SESSION AGENDA ITEM: Capital Improvement Contingency Fund Transfer to the Shakerag athletic field rehabilitation project.

Issue: Transfer of Capital Improvement Fund contingency funds (\$395,500) to the Shakerag athletic field rehabilitation project

Background: During the Fiscal Year 2011 budget process funds were set aside in the Capital Improvement Fund a contingency account in the amount of \$395,500 for the City Council reallocation after discussing the Parks Master Plan. At the January 31, 2011 work session the Council desired to reallocate the contingency fund to the rehabilitation of Shakerag athletic fields.

Basis for Recommendation: Recommendation of City Council at the January 31, 2011 work session.

Attachment(s): Resolution transferring Capital Improvement Fund Contingency account

**RESOLUTION AUTHORIZING THE CAPITAL IMPROVEMENT FUND TRANSFER FROM
THE CONTINGENCY ACCOUNT TO THE SHAKERAG PROJECT ACCOUNT IN THE
AMOUNT OF THREE HUNDRED NINETY FIVE THOUSAND FIVE HUNDRED DOLLARS
(\$395,500)**

WHEREAS, the City of Johns Creek, Georgia (the City) had established a contingency account in the Fiscal Year 2011 Capital Improvement Fund budget to reserve funds for Shakerag Park improvements; and

WHEREAS, the City Council desires to reallocate such funds for the rehabilitation of the athletic fields at Shakerag Park for Fiscal Year 2011.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Johns Creek while in Regular Session on February 14, 2011 that:

Section 1. The Mayor and City Council hereby approves the transfer of three hundred ninety-five thousand five hundred dollars (\$395,500) from the Capital Improvement Fund contingency account to the site improvement account (300-0000-541-2000) be used to pay for the rehabilitation of the athletic fields at Shakerag Park.

Section 2. The transfer of funds shall be allocated to the Shakerag rehabilitation project as follows:

<i>Irrigation</i>	\$200,000
<i>Lake pump (electrical, piping, Housing, etc.)</i>	12,000
<i>Bermuda grass sod</i>	168,000
<i>Laser grading</i>	11,000
<i>Project contingency</i>	4,500

Approved:

Michael E. Bodker, Mayor

SEAL

Attest:

Joan C. Jones, City Clerk



AGENDA REPORT

To: Mayor and City Council

From: John Kachmar, City Manager

By: Monte Vavra, Finance Director

Date: 02/10/11

Agenda: February 14, 2011 Work Session Agenda: Additional advance of operating capital to E-911 Fund/ChatComm

Issue: Deficit of E-911 collections matching operating costs

Background: The City of Johns Creek Fiscal Year 2011 Budget included an allocation in the General Fund contingency account in the amount of \$350,000 to be used to advance to ChatComm working capital. The E-911 revenues have not met the original projections and the joint authority will need an infusion of working capital. The Authority anticipates increased E-911 revenue, but needs an infusion of capital until revenues are collected. It is recommended that the City of Johns Creek advance one fourth of the amount budgeted, (\$87,500). Funds are anticipated to be repaid by future E-911 revenues over a five year period.

Basis for Recommendation: To approve the attached Resolution authorizing the General Fund to advance to the E-911 Fund an additional \$87,500 and approve the Ordinance in the E-911 fund to transfer the funds to ChatComm.

Attachment(s): Resolution transferring funds
Ordinance appropriating E-911 budget

RESOLUTION AUTHORIZING THE GENERAL FUND ADVANCE OF EIGHTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$87,500) TO THE E-911 FUND TO PROVIDE FUNDING FOR THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA

WHEREAS, the City of Johns Creek, Georgia (the City) has entered into an Intergovernmental Agreement with the City of Sandy Springs for the Activation of the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia for the Provision of 911 Communications Services in the Cities of Sandy Springs and Johns Creek; and

WHEREAS, additional operational funds are required for the joint communication system in the amount of eighty-seven thousand five hundred dollars (\$87,500); and

WHEREAS, the City of Johns Creek has establish an E-911 fund to receive 911 charges and wireless enhanced 911 charges and disburse said revenue to The Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia (the "Authority"); and

WHEREAS, the General Fund will advance to the E-911 Fund an additional amount of eighty-seven thousand five hundred dollars (\$87,500) to be used for the continued operational costs; and

WHEREAS, the City will be reimbursed the capitalization of the start-up costs over a period of approximately five years from the Authority;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Johns Creek while in Regular Session on February 28, 2011 that:

Section 1. The Mayor and City Council hereby approves the additional advance of funds from the General Fund to the E-911 Fund the amount of eighty-seven thousand five hundred dollars (\$87,500) to be used to pay operational costs to the Authority.

Section 2. The additional eighty-seven thousand five hundred dollar (\$87,500) advance from the General Fund to the E911 Fund will be repaid from the Authority by the excess 911 service fees over a period of approximately five years.

Approved:

Michael E. Bodker, Mayor

SEAL

Attest:

Joan C. Jones, City Clerk

AN ORDINANCE TO AMEND THE FISCAL YEAR 2011 BUDGET FOR THE E-911 FUND OF THE CITY OF JOHNS CREEK, GEORGIA, APPROPRIATING THE EXPENDITURES, ADOPTING THE REVISED ANTICIPATED REVENUES FOR THE E-911 FUND,

WHEREAS, a 2011 Budget for each of the funds of the City was adopted by the Mayor and City Council at the Council meeting on September 13, 2010; and

WHEREAS, subsequent to the adoption of the fiscal year 2011 approved budget an additional advance of cash flow to the Chattahoochee River 9-1-1 Authority in order to maintain operations as the call center for E-911 calls and to dispatch public safety departments to calls for services,

WHEREAS, the E-911 fee collections are not meeting start-up projections the City of Johns Creek determined that an additional advance of eighty-seven thousand five hundred dollars (\$87,500) of additional cash flow funds to be repaid to the City from the Authorities excess 911 revenues over a period of approximately five years,

WHEREAS, the City of Johns Creek City Council has approved a resolution for the General Fund to advance an additional amount of eighty-seven thousand five hundred dollars (\$87,500) to the E-911 fund,

WHEREAS, the City of Johns Creek has established a special revenue fund to account for the receipt of E911 tax revenues and the advances from the City of Johns Creek General Fund and disbursements to the CHATCOMM,

WHEREAS, the monies received will be balanced and offset by designated expenditures, such that anticipated funding sources equal or exceed proposed expenditures.

NOW THEREFORE BE IT HEREBY ORDAINED by the Mayor and City Council of the City of Johns Creek while in regular session on February 28, 2011 that:

Section 1: the Budget Amendment, shown as "Exhibit A" attached hereto and by this reference made a part of this Ordinance, and shall be made part of the 2011 E911Fund Budget; and

Section 2: this Revised Budget is hereby approved and that the revised anticipated revenue presented is adopted in the amount shown and

that the amount shown for E911 Fund as revised expenditures are hereby appropriated to the E911 Fund; and

Section 3: any increase or decrease in appropriations or revenues of any fund or for any department require approval of the Mayor and Council; and

Section 4: as provided in Section 6.27 of the City Charter, such amendments to the Budget may be made by majority vote of the Mayor and Council at any business meeting; and

Section 5: the expenditures shall not exceed the appropriations authorized by this Budget Amendment thereto and that expenditures for the fiscal year shall not exceed actual funding available; and

Section 6: the City Manager or his designee may promulgate all necessary internal rules, regulations and policies to ensure compliance with this Budget Ordinance.

SO ORDAINED, this the 28th day of February, 2011.

Approved:

Michael E. Bodker, Mayor

ATTEST:

Approved as to Form and Content:

Joan Jones, City Clerk

William F. Riley, City Attorney

(Seal)

2011 BUDGET AMENDMENT
February 28, 2011
ATTACHMENT “A”

E 911 Fund:

Anticipated Revenues – Other revenue	\$87,500
215-0000-389-1000	

Anticipated Expenses – Professional Services IGA	\$87,500
215-3600-521-2018	